

CHINA

THE

MAIL.

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HONGKONG, TUESDAY, AUGUST 14, 1877.

日六初月七年五丁

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL

LONDON.—F. ALGAR, 8, Clement's Lane, Lombard Street, George Street, 30, Cornhill, GORDON & GOTCH, Ludgate Circus, E.C.; BATES, HENRY & CO., 4, Old Jewry, E.C.; SAMUEL DEACON & CO., 150 & 164, Leadenhall Street.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOUGH, Melbourne and Sydney.

SAN FRANCISCO AND American Ports generally.—BEAN & BLACK, San Francisco.

CHINA.—Stewart, GUNNOR & CAMPBELL, Amoy; WILSON, NICHOLLS & CO., Foochow; HEDGE & CO., Shanghai; LANE, CRAWFORD & CO., and KELLY & WALSH, Manila; C. BREINER & CO., Macao; L. A. DA GRADA.

BRAKES.

HONGKONG & SHANGHAI BANKING CORPORATION.

Paid-up CAPITAL, \$5,000,000 Dollars.

RESERVE FUND, \$500,000 Dollars.

COURT OF DIRECTORS.

Chairman—H. HOPPIUS, Esq.

Deputy Chairman—F. D. SASCOON, Esq.

E. R. BELMOS, Esq.

W. H. FORBES, Esq.

Hon. W. KEEWICK, Esq.

A. McIVER, Esq.

Chief Manager.

Hongkong, . . . THOMAS JACKSON, Esq.

Manager.

Shanghai, . . . EWEN CAMERON, Esq.

LONDON BANKERS.—London and County Bank.

HONGKONG,

INTEREST ALLOWED

ON Current Deposit Accounts at the rate of 1 per cent. per annum on the daily balance.

On Fixed Deposits:

For 3 months, 2 per cent. per annum.

" 6 " 4 per cent. "

" 12 " 5 per cent. "

" 18 " 6 per cent. "

LOCAL BILLS DISCOUNTED.

Credit granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,

Chief Manager.

Offices of the Corporation,

No. 1, Queen's Road East,

Hongkong, March 29, 1876.

CHARTERED BANK OF INDIA,

AUSTRALIA & CHINA.

CAPITAL, £800,000.

RESERVE FUND, £110,000.

BANKERS.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH IN HONG-

KONG grants Drafts on London and

the chief Commercial places in Europe and

the East; buys and receives for collection

Bills of Exchange; and conducts all kinds

of Banking and Exchange Business.

Local Bills discounted, and Interest

allowed on Current Accounts and on De-

posits for fixed periods or terms which may

be ascertained on application.

FOR SALE.

FOR SALE.

TO CONTRACTORS, HOUSE-

BUILDERS, SHIP-BUILDERS, AND

CARPENTERS.

LANE, CRAWFORD & Co. have Re-

ceived a Shipment of

FIRST-CLASS MANILA HARDWOOD,

of Different Kinds, and of the Very Best

Quality, Suitable for HOUSE BUILDING,

SHIP BUILDING, and for all kinds of

Work requiring Timber of the most durable

nature.

— ALSO —

A Good Assortment of Logs and Planks

of TEAK WOOD of the most Superior

Quality.

LANE, CRAWFORD & Co.

Hongkong, July 18, 1877. au18

FOR SALE.

FOR SALE.

CHAMPAGNE 1874,

HEIDSIECK & Co.'s

MONOPOLY.

DEETJEN & Co.

Hongkong, August 1, 1877. sel

FOR SALE.

A SMALL Twin Screw STEAM

LAUNCH, 35 Feet Long, Built by

Forsters of London. For further parti-

culars apply to Captain CLARK, on Board

British Barque *Nimrod*.

Hongkong, July 20, 1877.

For Sale.

SAYLE & Co.

SUMMER CLEARANCE SALE.

ON and after MONDAY, August 13th, We shall offer the remaining portion of our SUMMER STOCK at GREATLY REDUCED PRICES.

A few pieces of SOILED SILKS MARKED, less than Linen Price, 20 Cents per Yard.

A nice Assortment of NEW FANCY DRESS SILKS, at 75 Cents per Yard. Japanese POPPLINS, at 25 Cents per Yard. New White WASHING DRESS GOODS, 15 Cents, worth double.

New Colour PLAIN ORGANZI MUSLINS, 25 Cents per Yard.

Figured and Striped MUSLINS, 15 Cents per Yard.

White Striped MUSLINS, Slightly Soiled—were 45 Cents, will be Sold at 15 Cents per Yard.

Batistes, French Printed CAMBRICS, Holland and Dress Lawns much reduced.

Fancy Striped GRENADINES at about Half Price.

We shall include in this Extraordinary Sale new pieces of AUTUMN DRESS GOODS at a proportionate reduction.

WASHING O. STUMES, ready-made, from \$2.00.

Richly Embroidered HOLLAND and other CUSTOMS, from \$3.00.

A part of our Stock of Baby-Linen and Ladies' UNDERCLOTHING will be very much reduced.

BOY'S SUITS at about Half Price.

100 Doz. Ladies' Hand-stitched HAND-KERCHIEFS, some Slightly Soiled worth buying.

Linen COLLARS and OUFFS, FICHUS, &c., must be cleared.

A Lot of Ladies' Soiled KID BOOTS, will be Sold at \$1.00 per Pair.

Several Thousand Yards of ODDS and DERRIS, and various useful Remnants at Half usual Price.

A Lot of various Colours and Sorts of SILK and other TRIMMING at a quarter of original price.

Twenty-five Dozen of Ladies' SILK UMBRELLAS, at \$2.00 each.

DRESS-MAKING and MILLINERY will be carried on as usual.

Much disappointment to many intending Buyers was caused through the closing of last Summer's Sale without published notice.

We now beg to notify—that Sale will positively Close on September 1st, 1877.

SAYLE & Co.

VICTORIA EXCHANGE, and Stanley Street, Hongkong.

FOR SALE.

CUTLER, PALMER & Co.'s

Celebrated

Brands of WINES and SPIRITS.

Apply to

SIEMSEN & Co.

Hongkong, June 22, 1876.

NOW READ Y.

A CHINESE DICTIONARY IN THE CANTONESE DIALECT, Part I., A to K, with Introduction. Royal 8vo., pp. 202.—By ERNEST JOHN EITEL, PH.D. Tübingen.

Price: Two DOLLARS AND A HALF.

To be had from Messrs LANE, CRAWFORD & Co., Hongkong and Shanghai; and Messrs KELLY & WALSH, Shanghai.

Hongkong, February 8, 1877.

NOTICES OF FIRMS.

O. & O. S. S. Co.

NOTICE.

M. R. H. M. BLANCHARD is authorized

to Sign the Company's Bills of

Lading, vice M. G. W. BAFFEY.

GEO. B. EMORY,

Agent.

Hongkong, August 7, 1877. au18

NOTICE.

M. R. EDWARD BURNIE will conduct the

Business of my OFFICE, during my

Temporary Absence from the Colony.

R. H. GARNES,

Surveyor to Local Office,

and Lloyd's Register of Shipping,

2, Club Chambers,

Hongkong, March 17, 1877. sel

NOTICE.

F. D. DITTMER is authorized to

Sign our Firm per Procuration,

SANDER & Co.

China, June 1, 1877. del

NOTICE.

M. R. F. O. DITTMER is authorized to

Sign our Firm per Procuration,

SANDER & Co.

Hongkong, June 23, 1877.

NOTIMES.

A COLOURED WOMAN, Widow,

speaking English, Portuguese, and

Chinese, desires employment as LADY'S

Maid or Nurse. Good references. Address

O. S. S., care of China Mail Office.

Hongkong, August 6, 1877. sel

Intimations.

Mails.

COMPAGNIE DES MESSAGERIES MARITIMES.
PAQUEBOTS POSTE FRANCAIS.

STEAM FOR
SAIGON, SINGAPORE, BATAVIA,
POINT DE GALLE, ADEN, SUEZ,
ISMALIA, PORT SAID, NAPLES,
AND MARSEILLES;

Also,
PONDICHERY, MADRAS, CAL-
CUTTA AND BOMBAY.

ON SATURDAY, the 18th August, 1877, at Noon, the Company's S. S. *DYEMNAH*, Commandant CHAMPENOIS, with MAILS, PASSENGERS, SPECIE, and CARGO, will leave this Port for the above places.

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m. on the 17th August, 1877. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

E. DU POUEY,
Agent.
Hongkong, August 7, 1877.

a.u.18

Occidental & Oriental Steamship Company.

TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE, IN CONNECTION WITH THE CENTRAL

and UNION PACIFIC AND CONNECTING RAILROAD COMPANIES

ATLANTIC STEAMERS.

THE S. S. "OCEANIC" will be despatched for San Francisco via Yokohama, on WEDNESDAY, the 22nd August, at 3 p.m., taking Cargo and Passengers for Japan, the United States and Europe.

Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of the 21st August. PARCEL PACKAGES will be received at the Office until 5 p.m. same day: all Parcel Packages should be marked to address in full; value of same is required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per cent on regular rates.

For further information as to Freight or Passage, apply to the Agency of the Company, No. 27, Queen's Road Central.

G. B. EMORY, Agent.

Hongkong, August 7, 1877.

a.u.22



STEAM FOR
Singapore, Penang, Point de Galle, Aden, Suez, Malta, Brindisi, Ancona, Venice, Mediterranean Ports, Southampton, and London;
Also, Bombay, Madras, Calcutta, and Australia.

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship *HINDOSTAN*, Captain ROSEKILL, will leave this on SATURDAY, the 25th August, at Noon.

For further Particulars, apply to

A. LIND, Superintendent.

Hongkong, August 13, 1877.

a.u.25

U. S. MAIL LINE.**PACIFIC MAIL STEAMSHIP COMPANY.**

THROUGH to NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamer *CHINA* will be despatched for San Francisco, via Yokohama, on THURSDAY, the 30th Instant, 1877, at 3 p.m., taking Passengers, and Freight, for Japan, the United States, and Europe.

Passenger Tickets and Bills of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and South America, and to New York and Europe VIA OVERLAND RAILWAYS.

A Steamer of the Mitsu Bishi S. S. Company will leave Shanghai, via the Inland Sea Ports, about same date, and make close connection at Yokohama.

At New York, Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m., 29th Instant. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Consular Invoices to accompany Overland Cargo should be sent to the Company's Offices in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For security's sake, Shippers of Overland Cargo are requested to endorse on the Envelope the Marks and Nos. of Packages shipped, to correspond with those in their Bills of Lading.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 9, Praya Central.

RUSSETT & CO., Agents.

Hongkong, August 13, 1877.

a.u.20

W. BALL,**CHINA DISPENSARY.**

IMPORTER OF DRUGS, CHEMICALS, DRUGGISTS' SUNDRIES, TOILET REQUISITES, PATENT MEDICINES AND PERFUMES.

Prescriptions Dispensed with Carefulness, and Prompt Attention.

PRAYA WEST, HONGKONG,
Now the Canton Steamer's Wharf.

Fengkeng, July 13, 1877.

a.u.19

Notices to Consignees.**OCIDENTAL & ORIENTAL S. S. COMPANY.****NOTICE.**

CONSIGNEES of Cargo by Steamship *OCEANIC* are hereby notified that their Goods are being landed and stored at their risk in the Company's Godowns at West Point, from whence delivery can be obtained upon countersignature of Bills of Lading.

Consignees will be required to sign a General Average Bond at the Office of the Company, before taking delivery of their Goods.

Goods remaining unclaimed after the 16th Instant will be subject to rent. No Fire Insurance has been effected.

G. B. EMORY,
Agent.
Hongkong, August 9, 1877.

a.u.16

NOTICE TO CONSIGNEES.**P. & O. S. N. Co.'s S. S. MONGOLIA AND PESHAWUR.**

CONSIGNEES of Cargo by the above-named Vessel, from London, Bombay and Intermediate Ports, and in connection with the Steamer *AUSTRALIA* from Calcutta, are hereby informed that their Goods are being landed and stored at their risk in the Company's Godowns at West Point, whence delivery can be obtained from this date.

Goods not delivered by the 17th Instant will be subject to rent.

ADAM LIND,
Superintendent.
Hongkong, August 10, 1877.

a.u.17

NOTICE TO CONSIGNEES.**THE BRITISH SHIP KHEDIVE, FROM ANTWERP.**

CONSIGNEES of Cargo by above-named Vessel are requested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

MEYER & CO.,
Agents.
Hongkong, August 10, 1877.

a.u.17

FROM LONDON AND SINGAPORE.

THE S. S. *BURMESE* having arrived, Consignees of Cargo by her are hereby informed that their Goods are being landed at their risk and stored in the Godown of the Undersigned, from whence delivery may be obtained.

Consignees wishing to take delivery of their Goods from the Boats alongside the Wharf are at liberty to do so.

Goods remaining in store after the 20th Instant will be subject to rent.

Optional Goods will be forwarded unless notice to the contrary is given until 6 o'clock To-day.

Bills of Lading will be countersigned by JARDINE, MATHESON & CO., Agents.

Hongkong, August 13, 1877.

a.u.20

GERMAN STEAMER *CASSANDRA*, LANGER, Master, FROM LONDON via SINGAPORE.

CONSIGNEES of Cargo by the above-named Vessel are hereby informed that their Goods are being landed and stored at their risk in the Godown of the Undersigned, from whence delivery may be obtained.

Consignees wishing to take delivery of their Goods from the Boats alongside the Wharf are at liberty to do so.

Goods remaining in store after the 20th Instant will be subject to rent.

Optional Cargo will be forwarded unless notice to the contrary is given until 6 o'clock To-day.

Bills of Lading will be countersigned by WM. PUSTAU & CO., Agents, S. S. Cassandra.

Hongkong, August 13, 1877.

a.u.20

GERMAN BARK ADOLPH, FROM HAMBURG.

CONSIGNEES of Cargo by the above-named Vessel are hereby requested to send in their Bills of Lading to the Under-signed for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

ARNHOLD, KARBERG & CO., Agents.

Hongkong, August 8, 1877.

a.u.17

NOT Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debt contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:—

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship *HINDOSTAN*, Captain ROSEKILL, will leave this on SATURDAY, the 25th August, at Noon.

For further Particulars, apply to

A. LIND, Superintendent.

Hongkong, August 13, 1877.

a.u.25

U. S. MAIL LINE.**PACIFIC MAIL STEAMSHIP COMPANY.**

THROUGH to NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

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RUSSETT & CO., Agents.

Hongkong, August 13, 1877.

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IMPORTER OF DRUGS, CHEMICALS, DRUGGISTS' SUNDRIES, TOILET REQUISITES, PATENT MEDICINES AND PERFUMES.

Prescriptions Dispensed with Carefulness, and Prompt Attention.

PRAYA WEST, HONGKONG,
Now the Canton Steamer's Wharf.

Fengkeng, July 13, 1877.

a.u.19

To-day's Advertisements.**FOR AMOY, TAIWANFOO & TAMSUI.****The Steamship****"TAIWAN."**

Captain M. Young, will be despatched for the above Ports

TO MORROW, the 16th Instant, at 3 p.m.

For Freight or Passage, apply to

DOUGLAS LAPRAIK & Co.

Hongkong, August 14, 1877.

POST OFFICE NOTIFICATIONS.**MAILS will close:-**

For HOIHOW & HAIPHONG, (carrying Mail for PAKHOI).—

Per ALBAY, at 11.30 a.m. To-morrow,

the 16th Inst.

For AMOY, TAIWAN & TAMSUI.—

Per TAIWAN, at 2.30 p.m. To-morrow,

the 15th Inst.

For YOKOHAMA AND HIODO.—

Per BURMESE, at 3.30 p.m. To-morrow,

the 16th Inst.

For SAIGON.—

is a falacy it seems to me in this proposal arising from the ambiguous use of the words "Gao" or "Gaol" for "prison," the ambiguity will be apparent at once. The words "cell" and "prison" in the sense of "Gao" are not convertible terms; in a more narrow sense they are. A prison, i.e. Gaol, is defined by Johnson to be "a strong-hold where persons are confined, a Gaol." That certainly would not be the definition of a "cell," which is one of the component parts of a prison, i.e. Gaol, being the subdivision of a ward. I do not mean to say that there are necessary definitions of prison, i.e. Gaol, but when the word "cell" is used here, that is its nature and meaning. A sentence generally was this "That you be imprisoned in Victoria Gaol, which does not mean that a prisoner is to be put into the Gaol to be at large there, but something more, that he is to be confined there. As the learned Attorney-General pointed out anything may be a prison for the purposes of a trial for escape or prison breach, the stocks put up in the streets, or a church-yard, or a common room in a constable's house. But the important point to observe is that those stocks, and that room must be the whole prison, Gaol so to speak, for the time being. It was necessary for the learned Attorney-General to go the length of arguing that if a man were in Gaol, and were put in the stocks for some offence against discipline and attempted to get out of the stocks, he could be convicted of an attempt to escape out of Gaol on an information charging an attempt to escape from the stocks. The "cell," in the case before us, and stocks are identical. It will thus be seen that, supposing the words "cell" and "prison," i.e. Gaol, to be co-extensive, it became necessary to see whether Mr Tomlin had lawfully imprisoned this man in the solitary cell for 3 days, not consecutively as directed by the rule, but in accordance with the old practice and the interpretation put by his predecessors, without any objection on the part of their superiors, or the language of Sect. 11 of Ord. 4 of 1863, which gives powers of awarding solitary confinement "not exceeding 3 days," and which being a positive enactment must be held to override the new Rules and Regulations. I should have thought that the words meant 3 consecutive days, but really there is nothing to show that they do, and it is an open question about which Mr Tomlin was justified in taking the view he did. I must therefore hold that the prisoner was legally in the "cell," I have thought it right to say so much, but it seems to me really immaterial as the prisoner was in lawful custody in the Gaol, and the only offence known to the criminal law is attempting to escape from Gaol. We now come to the last question, which assumes the legality of the imprisonment in the cell and raises, or is intended to raise, the question whether an attempt to escape from a cell into which the prisoner had been placed as a punishment provided by Ord. 4 of 1863 Sect. 11, for a breach of Gaol rules or discipline, can be held to be attempt to escape from a cell in the sense intended in the information, and whether it is an offence at all against the criminal law. I have come to the conclusion, which I formed hastily at the trial, that this is not a criminal offence at all. The only offence known to the law as far as I am aware is an escape or attempt to escape from gaol as a *nomen collectivum*. To escape or attempt to escape from a cell may be evidence of an escape or attempt to escape from gaol, but *per se* it can only be an offence against the regulations of the gaol. I do not for a moment mean to say that on this information the prisoner could not have been convicted of the real offence, had it been averred that he "did attempt to escape from the said gaol," but it is not so laid, and it would be no offence unless such a cell or gaol (as a cell attached to a Police Station) were in point of fact his whole prison or gaol. This is not an averment which being imperfectly stated is cured by *verdict*. There is a total omission of an essential averment, and so the verdict does not help. For these reasons I think the conviction is bad and must be quashed.

The Chief Justice said as follows:—I have carefully considered the facts and evidence stated by Mr Justice Snowden upon the case which was reserved on the trial of this prisoner Wong Apo. The prisoner having been found guilty by the Jury on the information against him, the five questions were reserved for the decision of the Full Court. The learned Attorney-General argued in support of the conviction, but neither the prisoner, who was present, nor counsel for him was heard against the conviction. We had all that could be urged against the prisoner, but nothing in his favour. It was therefore a unilateral argument. It will be convenient to answer the 4th and 5th questions in the first place. On the 4th question I am clearly of opinion that the evidence of the authority under which the Superintendent of the Gaol received and detained the prisoner after his trial upon his conviction and sentence for felony (burglary), was sufficient. That evidence consisted of the records of this Court of the conviction and sentence, the highest possible evidence and of evidence itself entirely sufficient, namely, the "Calendar of the Sessions for May 1877, under the Seal of the Supreme Court, signed by the Judge and countersigned by the Registrar. This is clearly sanctioned by a remarkable passage in Blackstone, 403 (p. 476 of Kerr's Edition), and by Chitty's *Com. Law*, pp. 730-731, in which the practice in England is described in terms with which the practice here for certainly 17 years, I believe from the foundation of the Colony, is identical. That Calendar has ever been and is the only authority under which criminals have been executed in England. It is the only authority to the Sheriff or Gaoler to detain prisoners sentenced by this Court. On the 5th question I am clearly of opinion that the breaking out of the Cell, surrounded as it was on all sides by the Victoria Gaol, the "Prison" by the prisoner is no offence against the Law of England—*as prison breach or quasi prison breach*. To damage the wall may be an offence punishable by English Law or Colonial Ordinance as a malicious injury to property, but this is not the offence with which the prisoner is charged or is intended to be charged. "Prison" and "Cell" are words not of co-extensive meaning. This is clear from 22 Vic. C. 28 Sect. 13 of the Imperial Parliament, which treats of a Cell as a place to break out of and as being different from, or not co-extensive with other parts of the Prison broken out of. Blackstone, vol. 4, pp. 130-131, thus defines prison breach: it is "to break prison (whether it be the County Gaol, the stocks or other usual place of security)." Now this cell in which this prisoner was confined was not the usual place of security for

prisoners, but it was a part of the entire Gaol (in this Colony equivalent to the County Gaol). Now, though there is a figure of rhetoric which according to old Dr. Sterling—

A part for whole doth take,
Or whole for part just for the metre's sake.
There is no authority in logic to make, there is no precedent in Law for making, a part (the cell) stand as equivalent to the whole (the prison). My answer to the 4th and 5th questions being in favour of the prisoner, it would follow that the conviction must be quashed. This conclusion renders a consideration of the three first questions unnecessary. As however these questions have been commented on, I may as well state that it seems to me that punishment under Rule 120, No. 4 of the Gaol Rules, rendering this convict liable to solitary confinement for not more than three days consequently, is not a penalty greater than that authorised by Sec. XI of No. 4 of 1863 and is authorised notwithstanding the provision in Section X. The Rule seems to me not repugnant to the Ordinance, although it may be less severe than authorised by the Ordinance. On the 2nd question I am of opinion that on the construction of the Ordinance and the Gaol rules, the Superintendent of the Gaol is not authorised to punish the prisoner by imprisonment for 3 days (not consecutive) in a solitary cell with diet of bread and water. On the 3rd question it seems to me that the prisoner was lawfully confined in the cell from which he attempted to escape; by "confined" I mean restrained, not imprisoned nor put in a prison, the cell was not a prison; the prisoner was not guilty of prison break, and his act was not indictable. He therefore could not be convicted on this information. The irregularity was an error of judgment in the Superintendent for which he is accountable to the authorities. Such an irregularity may not be justifiable, but under the rules he could, I believe, have obtained from the Justices what were severer means of coercing a prisoner, a man whose brutal violence it was necessary to conquer if the discipline of the Gaol was to be sustained.

The prisoner was then removed.

Regina v. Chun Afook.—Judgment.
Mr Justice Snowden now delivered the following judgment on the points reserved on this case:—As all the important documents and facts are set out in His Lordship's judgment, which I have had the advantage of seeing, it is not necessary that I should do more than refer to them. I understand the question reserved by His Lordship on the trial of the prisoner to be this: "Whether the Order in Council prohibiting the prisoner from residing or being in the Colony during a space of five years next ensuing from the 26th of April is to be held to begin from the date so fixed for his departure, or from the date of the order itself, the 18th of April?" If the order takes effect from the 18th, then the period of banishment will be seven days in excess of the time limited by the Ordinance No. 9 of 1857, Section 7, which says that "His Excellency in Council may by order under his hand prohibit any person not being a natural born or naturalized subject of Her Majesty from residing or being within this Colony during any space of time not exceeding five years." Moreover the order would be in excess of the powers vested in the Governor by this Ordinance, and so would be illegal and bad, and the prisoner could not be convicted of the offence for which he was tried, namely, being found within the limits of the Colony before the expiration of the term of his banishment without lawful authority and excuse. The state of the law seems to be as follows:—The Ordinance No. 9 of 1857, Sect. 7 was amended by Ordinance 4 of 1871 Sect. 2, which enacts that Sec. 7 of Ordinance 9 of 1857 is thereby amended by expunging therefrom the words following, that is to say—(I need not quote the words, but it is enough to say that in case of disobedience of the order they provide for the arrest, imprisonment, and deportation of the offender). It goes on to say and in lieu thereof the following words shall be substituted in the said section, "And by the same or any subsequent order fix the time for the departure of such person from the Colony." This law here confers upon the Governor very arbitrary powers, only to be exercised with great care and discrimination, but at the same time, if so used no one who has had any experience of this Colony can doubt that they are wholesome and valuable. Situated as this Colony is, separated only by a narrow strait from China, it is always liable to become the resort of criminals coming here for the purpose of refuge or plunder. These persons may be dangerous to the peace and good order of the Colony (to use the words of the preamble of Ordinance No. 4 of 1871), and a power to remove them promptly is essential to its well-being. Notwithstanding that, the rule must prevail that these ordinances being highly penal, must be construed most strictly in favour of the persons affected by them. Bearing this in mind, I have studied most carefully the language of these ordinances, and I regret to say that I cannot bring my mind to share the double entertained by His Lordship the Chief Justice as to the validity of the Order in Council for disobedience to which the prisoner is put on his trial. I will state the grounds of the conclusion I have come to as shortly as possible. Section 7 of No. 9 of 1857 says, "His Excellency in Council may by order under his hand prohibit any person not being a natural born or naturalized subject of Her Majesty from residing or being within this Colony during any space of time not exceeding five years," with an addition of power to deport in case of non-obedience, &c. Yet that section 2 of No. 4 of 1871, to which he then referred, expunged that added power of deportation and directed the insertion in lieu thereof of the following words—"And may by the same or any subsequent order under his hand fix the time for the departure of such person from the Colony." The learned Attorney-General submitted that the two clauses must be read together, and submitted—quoting Sir B. Maxwell on Statutes, page 21—that the most important rule of construction is that it is to be assumed that the words and phrases are used in their popular meaning, and that the phrases and sentences are to be construed according to the rules of grammar. This is unquestionably a rule of construction. He argued that, reading the provisions in the two ordinances together, the Governor had the power to make an order prohibiting residence, such residence to commence at a date later than the date of the order. He

admitted that the commencement of that date might be seven years afterwards if the Governor so pleased; he admitted that that might be an absurd power to give to a Governor, but he said so it was. He contended that the order was not a conviction, and that it was not subject to the rules affecting convictions. He contended that the Court being bound to construe the order according to the rule he had quoted from Maxwell, the meaning he attached was the proper and grammatical meaning. Confining myself at present to the objection raised, it seems to me that when an order quotes a precise provision as its authority the validity of the order rests solely on the authority which that particular quoted provision gives; that very see 7 in that ordinance and that to import into it the words of sect. 2 of 4 of 1871 it was necessary to have added in the order of the Governor a reference to that subsequent ordinance of 1871 or a reference to "all other powers" as well as to the ordinance of 1857. The faultiness in this order consists in this, that in addition to a reference to this ordinance words to the effect "and in pursuance of all other powers in my vested" were not inserted according to what I believe has been the general practice in all orders everywhere. Taken by itself the clause in the ordinance of 1857 is imperfect, and like a number of other statutes, lengthy though they be, it requires for the expression of its full meaning the addition of some not expressed words. "During any space of time not exceeding five years" gives the duration of the term and the termination of that term, but the sentence in the ordinance is imperfect, and it must be supplemented by stating when the term is to commence. In the absence of express words the necessary addition by implication seems to be "from the date of the order." Again, assuming that the clause "and may fix the time for the departure of such person from the Colony" to be added from the Ordinance of 1857, these words are not equivalent to "may fix the time when the said prohibition shall commence" which words are necessary to fix the date from which the prohibition of the extreme limit of five years is to run. I drew the learned Attorney-General's attention to a clause in Maxwell on Statutes, page 270, laying down a proposition universally admitted that the legislature in granting away in effect the ordinary rights of the subject must be understood as granting no more than what passes by necessary and unavoidable construction. The learned Attorney-General said this rule of construction did not apply to an ordinance authorising such an order as this. It seems to me that this rule especially applies. This ordinance of 1857 confers the most extraordinary powers "granting away the ordinary rights of the subject" I ever saw conferred by any enactment anywhere. It was passed in a season of fearful panic, immediately after the taking of Canton, when an attempt at general poisoning was in part successful and the Chinese were suspected of conspiracy to sack Hongkong. It was a time of war. Still the power was excessive even then. It authorized the Governor without any cause whatever to prohibit any person not being a natural born or naturalized British subject from residing within the Colony for a period not exceeding five years. So that according to the construction put on that ordinance by the Attorney-General, His Excellency could at any time without cause even now expel every American and German and indeed every other alien from the Colony. The maxim which I quoted from Sir Benson Maxwell is with more point expressed in the 3rd of the rules to be observed in the construction of Statutes by Mr Justice Blackstone (1. Blackstone Com., p. 88. Kerr's Ed. 71) "Penal statutes must be construed strictly." He illustrates this rule by examples in which the courts have absurdly limited the meaning of the words of penal statutes. I can find no case in which the courts have said what the learned Attorney-General has said, it may be absurd, but such is the meaning in sustaining a penal statute. The rule seems to me to be that the courts are astute to restrain the operation of a penal statute, never to give effect to one. On the whole, giving effect to both clauses, to that in the Ordinance of 1857 and to the clauses from the Ordinance of 1871 amalgamated in it, I read them thus—under clause one the term of probation of residence is not to exceed five years from the date of the order, and under clause two the Governor may fix any future day for the actual departure from the Colony of the man prohibited to reside, but that in so doing he was to take care that the total limit of probation to reside does not exceed five years from the date of the order. Thus full effect is given to both clauses; no other construction does this. The more minute examination of this order in the course of this argument has raised another question, viz., whether this order was not in the nature of a conviction, and whether it was not bad for not setting out the charge in this case that the man was an alien, and for not setting out as the ground for the order the adjudication by some competent tribunal, or at least by His Excellency himself, that the person prohibited to reside within the colony was an alien. The Attorney-General contended that this order was not a conviction. In that contention he is right. It was an order partaking of the character of a conviction precisely as in the case of the King v. the Justice of Cheshire, 5. B. and A. 639. It is therefore incapable of amendment. Being an order, the evidence on which the order is made need not be set out; though it was said in that case that this must be done in a conviction, but according to Justice Burn's Orders of Juries 1,109, it is necessary in every order that the adjudication on which the order is made must be stated, i.e., in this case that the expelled man is not a natural born or naturalized subject, and it follows as a condition to the validity of this order that it must state that fact has been found at least quasi-judicially by the Governor. The authority to prohibit residence arises only on statements in the order. Now, for anything apparent in this order or in the proceeding's anywhere, Chin Afuk was a natural born or a naturalized subject, and therefore not subject to the authority exercised. On this question of the defect the non-statement as an adjudication that the man prohibited to reside is an alien, the court can judicially come to no decision. It was not reserved at the trial and has not been properly argued; it would, however, have been a point in favour of the prisoner's discharge for the decision of His Excellency in Council if the decision of the court on the point reserved were not in his favour. In this argument the absolute power of the Governor to prohibit any and every foreigner from residing in this Colony has been assumed to be absolutely vested in him. The only question is one merely of form, whether this particular document complies with the provisions which the

legislature has imposed. I have referred to other forms of prohibition to reside within the Colony. In some cases the construction which appears to me to be the proper one appears to have been adopted, in others not, as the general rule or the specialities of the special case happened to be prominent. The Governor is in no case responsible for the form, for which he relies on the officer submitting it to him, and that officer not being a lawyer it is too much to expect legal accuracy in doubtful cases from him, and inaccurate forms are perpetuated. The old maxim applies, "A blot is not a blot until it is."

The Chief Justice then referred to the Supreme Court Reconstruction Ordinance, which gave him the power of a casting vote when the two Judges disagreed. He said it was a painful thing to do, as his brother Judge was as likely to be right as he, and he had protested against this Ordinance when it was passed. He had always thought that there ought to be only one Judge or three Judges. As the responsibility had been thrown upon him, he would now give his casting vote, and therefore the conviction must be quashed. The prisoner was, however, liable to be apprehended again by a new order of the Governor. His Lordship would adjourn the Sessions to enable the Attorney General to represent the matter to the Government to see what further steps would be taken. He closed the Sessions now, the prisoner must be discharged, but if they were adjourned, he could be kept in custody until they were closed. He then remarked on the absolute nature of the Governor's power sitting in Council to deport any one from the Colony who was an alien.

The Attorney General, the Hon. G. Philp, said he was not here to defend the Legislature, but if his Lordship would adjourn the Sessions, he would see what would be done in the matter, as he could only represent it to superior authority, and it was impossible for him to go on with the case under the same order under which the prisoner was convicted, and he did not know whether the Governor would issue a fresh order or not.

The Sessions were then adjourned till Friday, at 3 p.m.

CORRESPONDENCE.

THE COMPETITIVE EXAMINATIONS.
To the Editor of the "CHINA MAIL".

Hongkong, 14th Aug., 1877.

Sir,—It appears to me, notwithstanding the humorous "sarkism" of your last night's article, that there is a serious side to the recent proceedings in reference to the new Competitive System. You some time since drew attention to the fact that the trial of a new system did not necessarily mean the discarding of all the existing and most efficient machinery. Yet the way in which the Board of Examiners has been lightly brushed aside by Mr Pope Hennessy in the inauguration of his pet scheme has been, to say the least, unseemly and most impolitic. If, as His Excellency asserts, his desire is to forward the educational interests of the Colony, how is it that he ignores over the existence of every gentleman in the place who can give advice on a subject so important? It is certainly a very commendable thing for Bishop Burdon and Mr Ng Choy to do, to take all the trouble they have done over examination papers; but the feeling is very strong that the duty could have been much better performed by the properly-constituted Board of Examination, all the members of which are thoroughly able to test the knowledge of any candidate either in English or Chinese. I am informed upon very good authority that the translation of the Examiners has been done by the Board of Examiners, which happened to be near enough to render assistance, at once steamed to the spot and rescued 39 men and 1 woman who had scrambled on the keel of the boat. She then towed the wreck ashore. Up to yesterday afternoon 37 dead bodies had been recovered at different points of the river. The accident is attributed, we hear, to gross carelessness on the part of the lowdah, who as usual made halyards fast with all sail set.

Lates dates.—Telegraphic advice from London extend to the 29th ultimo. Mail advice from London to 8th June; from Melbourne (via Galle) to 12th June; from Sydney (via Torres Strait) to 12th June.

Mr Tong King-Seng returned from Formosa a few days ago. He was entrusted, we believe, with preliminary arrangements connected with the proposed telegraph lines in that island; also with the confidential task of reporting to Ting Fatal on the present working of the Keeling coal mines. Mr Tong King-Seng left for Shanghai yesterday morning.

Quotations.
HONGKONG, August 14, 1877.

OPIUM.—New Patna, cash... \$592

" Old Patna, cash... credit... —

" New Benares, cash... 580

" Old Benares, cash... credit... —

" New Malwa, cash... credit... 565

" Allowance Taels, 8 & 32

Old Malwa, cash... credit... 600

" Allowance Taels, 8 & 32

CAMPHOR, 18

QUICKSILVER, 60

SALT PETRE, 7.00 a ton

CHINA MAIL, Aug. 14, 1877.

EXCHANGE.

Bank, on demand, 8/10

" 30 days' sight, 8/10

" 6 months' sight, 8/11-8/11

Creditits, 8/11

Documentary, 6 months' sight, 8/11

Bombay, demand Rupees, 223

Calcutta, 223

Shanghai, demand, 7/4-7/24

" 30 days', 7/3

Bar Silver, 17, dwts. B. 8 prem.

Martins, 14

Gold Leaf, 26.50

English Sovereigns, 5.13

Australian Sovereigns, 5.13

Discount, 8 & 10

PUBLIC DECENTY.

Yours truly,

(Signed)

HONGKONG, August 14, 1877.

THE TYPHOON SCARE.

INTELLIGENCE.

AFONG,
PHOTOGRAPHER,
by appointment, to
H. E. SIR ARTHUR KENNEDY,
GOVERNOR OF HONGKONG;
and to

H. I. H. THE GRAND DUKE ALEXIS
OF RUSSIA.

Wynham Street, formerly ATHLETIC CLUB,
HAS on hand the Largest and Best
Collection of Views of China, Photographic Albums, Frames, Cases, &c., of
assorted sizes. Ex. S. S. Radnorshire
has obtained a supply of very handsome Eastl. Albums of
Russia and Velvet Covers, assorted sizes,
Illuminated Albums for Portraits, Tobacco
Pouches, in Shape of Skulls, Rats, &c., and a nice choice of Gilt Mountings for
Frames, &c.

Hongkong, March 28, 1877.

In the ESTATE and EFFECTS of HO
ASSEK, alias Ho In Kee, alias Ho
Fai, late Partner and Manager of
Kin Nam Hong, Hongkong, Deceased.

THE Deceased HO ASSEK died in Pang-
po, Shun-tak District, near Canton,
on 29th April, 1877. **HO LEONG SHI**,
wife of said Deceased, has obtained Letters
of Administration to the Estate; she being
blind, has given power of attorney to **WEI AKWANG**, Comptador to the Chartered
Mercantile Bank, to act for her in all
matters respecting the above Estate.

Notice is hereby given, that all Persons
having CLAIMS against the Estate of Ho
Assek, late Partner and Manager of Kin
Nam Hong, are requested to send in Particulars
of same to the Undersigned in writing
on or before the 31st October, 1877, other-
wise no Claim shall be allowed.

All Persons indebted to the above Estate
are requested to make immediate payment.
Ho Assek's Interest and Responsibility in
the Kin Nam Hong ceases from this date,
the remaining Partners continue the Business
as before, and settle all accounts of the
firm.

WEI AKWANG,
Attorney for Ho Leong Shi,
Hongkong, August 1, 1877.

SHIPS' COMPRADORE AND
STEVEDORE,
No. 57, Praya Wan.

SHIPPING SUPPLIED WITH ALL KINDS OF
COAL, WATER, BALLAST, FRESH
PROVISIONS & OILMAN'S
STORES

Of the best quality and at the shortest notice.
Hongkong, May 1, 1876.

K WONG HING CHEUNG & Co.,
COAL MERCHANTS,
Have always on hand for Sale any
description of COAL at Moderate Prices.

Mr ARVON has been appointed Manager,
and all Orders addressed to him at 57,
Praya, or to Mr FAZ JACK, at 30, Hung
Lung Street, will receive immediate attention.

Hongkong, March 19, 1877.

TO LET.

TO LET.
NOS. 4, and 5, PECHILI TERRACE, ELGIN
STREET.

Apply to
LANE, CRAWFORD & Co.
Hongkong, July 30, 1877.

TO LET.

THE Dwelling House and Offices No. 1,
D'Aquilar Street, lately in the occupation
of Messrs DOUGLAS LAPRAIK & Co.
The Dwelling House No. 1, Alexandra
Terrace.

The Dwelling House No. 6, Gough Street.
The Dwelling House No. 10, Gough
Street, Possession from 1st September next.

Apply to
DOUGLAS LAPRAIK & Co.
Hongkong, July 9, 1877.

TO LET.

HOUSE No. 10, Albany Road, lately
occupied by the Rev. R. H. Kirby,
"Bimme Villa," Po-kiu-lum, Furnished.

DAVID SASSOON, SONS & Co.,
Hongkong, July 21, 1877.

INSURANCES.

HAMBURG-MAGDEBURG FIRE IN-
SURANCE CO. OF HAMBURG.

THIS Company is now Prepared to
Issue Policies against LOSS or
DAMAGE by FIRE at Current Rates.
Every Risk taken by this Company is
participated in by Three of the largest
German Fire Insurance Companies, re-
presenting an aggregate Capital and Surplus
of over SIXTY MILLION MARKS,
equal to FIFTEEN MILLION DOLLARS,
thus enabling this Company to accept large
Lines.

SANDER & Co.,
Agents.
Hongkong, June 26, 1877.

TO LET.

THE ON TAI INSURANCE COM-
PANY, LIMITED.

CAPITAL TALES 400,000, EQUAL TO
\$655,555.⁶⁶

Directors.

LEY SING of the Lai Hing Firm,
CHAN SING LAI, of the Lai Yuen Firm,
WONG YIK FUN, of the Chan Cheong Wing
Hong.

LOO YEE, of the Yee Go Firm,
WONG SOY FUNG, of the Tung Sang Wo
Hong.

WONG PAK CHONG, of the Hau Tye Lee
Hong.

FUN FONG, of the Wy Sling Firm.

Manager—HO AMEI.

MARINE RISKS on Goods, etc., taken
at CURRENT RATES to AUSTRALIA,
CALIFORNIA, MANILA, SINGAPORE, SAIGON,
PEKING, and to all the TREATY PORTS of
China and Japan.

HEAD OFFICE, 48, Bonham Strand,
Hongkong, June 1, 1877.

INSURANCES.

THE NORTH-CHINA INSURANCE CO.

SUBSCRIBED CAPITAL—Tales Two Million,
in 1,000 shares of Tales 2,000 each.
PAID UP CAPITAL—Tales Six Hundred
Thousand, or Tales 600 per share.

PROVISIONAL COMMITTEE.

F. H. Bell, Esq. (Messrs Adamson, Bell & Co.),
M. S. Guiney, Esq. (Messrs David Sasoon,
Sons & Co.).
James Hart, Esq. (Messrs Turner & Co.)
E. H. Lawes, Esq. (Messrs Gilman & Co.)
H. Sutherland, Esq. (Messrs John Forster
& Co.).
A. G. Wood, Esq. (Messrs Gibb, Livingston
& Co.)

HEAD OFFICE—SHANGHAI.
Secretary—HERBERT S. Morris, Esq.

BANKERS.
HONGKONG & SHANGHAI BANKING CORPORATION.

BRANCHES.
London (25, Cornhill, E.C.), HONGKONG,
YOKOHAMA.

A G E N C I E S .

At the principal ports in the East and Australian
Colonies.

THE Company will be constituted on
the 1st January, 1878, as a permanent
Marine Insurance Company, to carry on the business (established in 1863)
of the **NORTH CHINA INSURANCE COMPANY**,
1875-1877.

A Reserve Fund will be formed of Tales
400,000, by setting aside a portion of the
profits at such times and in such sums as
the Shareholders shall decide.

The net profits of the Company for each
year will be divided amongst the Share-
holders in the following manner:—

One-third over the Shares, a portion
thereof being set aside for the forma-
tion of a Reserve Fund as above stated.

Two-thirds as a return to Contributors
(being Shareholders), in proportion to
the Premium paid or influenced by them.

A revision of the Share List will take
place at the end of every three years, and
for this purpose power will be given to the
Directors by the Deed of Settlement to
withdraw at the before-mentioned periods
all or any of the Shares held by Share-
holders who have not contributed Premium
or whose contributions during the pre-
ceding three years have not been in proportion
to the number of Shares held.

Shareholders retiring from the Company
in pursuance of the above regulation, will
be notified at least three months prior to
the date fixed for any such revision of the
Share List, and will have the option of dis-
posing of their Shares in either of the
following ways:—

They will be at liberty at any time after
receipt of notice of withdrawal, and prior
to the date of revision, to sell their Shares
to any person approved by the Company and accepted as the
transferee; or
Upon surrendering their scrip certificate
for cancellation at the time of such
revision, and pursuant to notice, will
receive a return of the Capital paid up
thereon; and so soon after as the financial
position of the Company up to
the date of the revision can be ascer-
tained and the accounts adjusted, they
shall also receive a pro rata share of
the Reserve Fund, if any accumulated,
together with such proportion of the
unappropriated profits as may be found
due to them.

NOTICE.

POLICIES granted at current rates on
Marine Risks to all parts of the World.
In accordance with the Company's Articles of
Association, Two Thirds of the Profits
are distributed annually to Contributors,
whether Shareholders or not, in proportion
to the net amount of Premium contributed
by each, the remaining third being carried
to Reserve Fund.

OLYPHANT & Co.,
General Agents,
Hongkong, April 17, 1878.

INSURANCES.

**THE CHINA FIRE INSURANCE
COMPANY, LIMITED.**

HEAD OFFICE—HONGKONG,

AGENCIES at all the Treaty Ports of
China and Japan, and at Singapore,
Saigon and Penang.

Risks accepted, and Policies of Insurance
granted at the rates of Premium current at
the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHTRIE,
Secretary.

Hongkong, November 1, 1871.

**LANCASHIRE INSURANCE
COMPANY.**

(FIRE AND LIFE.)

CAPITAL.—TWO MILLIONS STERLING.

THE Undersigned are prepared to grant
Policies against the Risk of FIRE on
Buildings or on Goods stored therein, on
Coals in Mattocks, on Goods on board
Vessels and on Hulls of Vessels in Harbour,
at the usual Terms and Conditions.
Proposals for Life Assurance will be re-
ceived, and transmitted to the Directors
for their decision.

If required, protection will be granted on
first class Lives up to £1000 on a Single
Life.

For Rates of Premiums, forms of pro-
posals or any other information, apply to

ARNOLD, KARBERG & Co.,

Agents, Hongkong & Canton.

Hongkong, January 4, 1877.

MELOMERS & Co.,
Agents, Royal Insurance Company.

Hongkong, January 4, 1877.

**CHINESE INSURANCE COMPANY.
(LIMITED.)**

NOTICE.

POLICIES granted at current rates on
Marine Risks to all parts of the World.
In accordance with the Company's Articles of
Association, Two Thirds of the Profits
are distributed annually to Contributors,
whether Shareholders or not, in proportion
to the net amount of Premium contributed
by each, the remaining third being carried
to Reserve Fund.

MELOMERS & Co.,
Agents, Royal Insurance Company.

Hongkong, January 4, 1877.

**QUEEN FIRE INSURANCE
COMPANY.**

THE Undersigned are prepared to grant
Policies against FIRE to the extent of
£45,000 on Buildings, or on Goods stored
therin, at current local rates, subject to a
Discount of 20% on the Premiums.

NORTON & Co.,
Agents.

Hongkong, January 1, 1874.

**NORTH BRITISH & MERCANTILE
INSURANCE COMPANY.**

**INCORPORATED BY ROYAL CHARTER
AND SPECIAL ACTS OF PARLIAMENT.**

ESTABLISHED 1809.

CAPITAL £2,000,000.

THE Undersigned Agents at Hongkong
for the above Company, are prepared to
grant Policies against FIRE, to the
extent of £10,000 on any Building, or
on Merchandise in the same, at the
usual Rates, subject to a discount of 20
per cent.

GILMAN & Co.,
Agents.

Hongkong, July 6, 1875.

THE LONDON ASSURANCE.

**INCORPORATED BY ROYAL CHARTER
AND SPECIAL ACTS OF PARLIAMENT.**

AT. D. 1870.

THE Undersigned having been appointed
Agents for the above Corporation are
prepared to grant Insurances as follows:—

MARINE DEPARTMENT.
Policies at current rates payable either
here, in London or at the principal Ports
of India, China and Australia.

SHIP'S DEPARTMENT.

Policies issued for long or short periods at
current rates. A discount of 20% allowed.

LIFE DEPARTMENT.

Policies issued for sums not exceeding
£2,000 at reduced rates.

HOLIDAY, WISE & Co.

Hongkong, July 26, 1872.

THE MARINE INSURANCE CO.

20, Old Broad Street,
London,
1st January, 1877.

ESTABLISHED 1836.

CAPITAL £1,000,000 STEERLING.

RESERVE FUND, £2,340,000

"

WITH Reference to the foregoing Adver-
tisement THE MARINE INSUR-
ANCE CO. has This Day taken over the
Business of the LONDON & ORIENTAL
STEAM TRANSIT CO., and has Appointed
Mr A. McIVIER as its AGENT in Hong-
kong.

By Order of the Board of Directors,

ROBERT J. LODGE,
Manager.

THE Undersigned is prepared to Accept
Risks and issue Policies on behalf of the
MARINE INSURANCE CO. by any First Class
Steamer.